

**Bohn Heat Transfer Group, a Division of Gulf and Western Manufacturing Co. and Michael R. Grimes. Case 33-CA-4961**

24 August 1983

**DECISION AND ORDER**

BY MEMBERS JENKINS, ZIMMERMAN, AND HUNTER

On 22 July 1982 Administrative Law Judge Lawrence W. Cullen issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief, and the General Counsel filed a brief in support of the Administrative Law Judge.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings,<sup>1</sup> and conclusions<sup>2</sup> of the Administrative Law Judge and to adopt his recommended Order, as modified herein.<sup>3</sup>

<sup>1</sup> Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings.

In fn. 4 of his Decision, the Administrative Law Judge states that employee Grimes worked from "3:30 to 12:30 p.m.," rather than from 3:30 p.m. to midnight. In the section of his Decision entitled "Analysis," he refers to Grimes' alleged attack upon employee Nelson during nonworking hours as "unsubstantial," whereas it is clear from the context he intended to state the alleged attack was unsubstantiated; and states that Respondent had a contractual policy of progressive discipline, whereas the record clearly shows that this policy was not contractual. These inadvertent errors are insufficient to affect our decision.

No exceptions were filed to the Administrative Law Judge's finding that deferral to the settlement agreement between Respondent and the Union is inappropriate.

<sup>2</sup> In adopting the Administrative Law Judge's conclusion that Respondent violated Sec. 8(a)(3) and (1) of the Act by discharging and suspending Grimes, we find it unnecessary to rely on his characterization of Grimes' conduct as a "relatively minor offense" and of Nelson's discharge as a "seemingly harsh penalty." We also find it unnecessary to rely on his finding that ex-Foreman Rahn was asked to keep logs on the time spent on union business by Grimes specifically and on the time spent by Grimes in the restroom.

<sup>3</sup> The Administrative Law Judge recommended a broad cease-and-desist order. However, we have considered this case in light of the standards set forth in *Hickmott Foods*, 242 NLRB 1347 (1979), and have concluded that a broad remedial order is inappropriate since it has not been shown that Respondent has a proclivity to violate the Act or has engaged in such egregious or widespread misconduct as to demonstrate a general disregard for the employees' fundamental statutory rights. We shall modify the recommended Order accordingly. We shall also modify the recommended Order so as to require Respondent to expunge from its files any reference to the discriminatory discharge and suspension of Grimes, and to notify him in writing that this has been done and that the evidence of Respondent's unlawful conduct will not be used against him. See *Sterling Sugars*, 261 NLRB 472 (1982).

**ORDER**

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, Bohn Heat Transfer Group, a Division of Gulf and Western Manufacturing Co., Beardstown, Illinois, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph 1(b):

"(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them under Section 7 of the Act."

2. Substitute the following for paragraph 2(a):

"(a) Make Michael R. Grimes whole for the loss of wages and benefits he sustained as a result of the discrimination against him in the manner set forth in the section of this Decision entitled 'The Remedy.' Restore his seniority to him for the entire period of the unlawful discharge and suspension. Expunge from its files any reference to the discriminatory discharge and suspension of Michael R. Grimes, and notify him in writing that this has been done and that evidence of this discharge and suspension will not be used as a basis for future personnel actions against him."

3. Substitute the attached notice for that of the Administrative Law Judge.

**APPENDIX**

**NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government**

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

The Act gives employees the following rights:

- To engage in self-organization
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To engage in activities together for the purpose of collective bargaining or other mutual aid or protection
- To refrain from the exercise of any or all such activities.

WE WILL NOT discharge or suspend employees in retaliation for or to discourage their engagement in concerted activities as a union steward or any other lawful concerted activities on behalf of Local No. 760, United Automobile, Aerospace and Agricultural Implement Workers of America, or any other labor organization.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL make Michael R. Grimes whole for the loss of wages and benefits he sustained as a result of the unlawful discharge and suspension imposed on him, with interest, and will restore his seniority to him for the entire period of the unlawful discharge and suspension.

WE WILL expunge from our files any reference to the discriminatory discharge and suspension of Michael R. Grimes, and notify him in writing that this has been done and that evidence of this discharge and suspension will not be used as a basis for future personnel actions against him.

BOHN HEAT TRANSFER GROUP, A  
DIVISION OF GULF AND WESTERN  
MANUFACTURING CO.

## DECISION

### STATEMENT OF THE CASE

LAWRENCE W. CULLEN, Administrative Law Judge: This case was heard before me on August 6, 7, and 10, 1981, at Springfield, Illinois. The hearing was held pursuant to a complaint issued by the Regional Director for Region 33 of the National Labor Relations Board on January 15, 1981, based on a charge filed by Michael R. Grimes, an individual, on behalf of himself. The complaint alleges that Bohn Heat Transfer Group, a Division of Gulf and Western Manufacturing Co. (hereinafter referred to as Respondent), violated Section 8(a)(1) and (3) of the National Labor Relations Act (hereinafter referred to as the Act) by the suspension, discharge, and failure to reinstate Michael R. Grimes to his employment with Respondent because of his having engaged "in union or protected concerted activities." The complaint is joined by Respondent's answer filed on January 21, 1981, wherein it denies the commission of the alleged unfair labor practices. Respondent has also filed an affirmative defense alleging that "all disciplinary action imposed against Michael R. Grimes was due to his unacceptable and intolerable personal behavior and conduct while in Respondent's employ," and was taken "in accordance with the terms of the Collective Bargaining Agreement between Respondent and the UAW (United Auto Work-

ers) Local No. 760,<sup>1</sup> of which Michael R. Grimes was a member," and that the issues were resolved by "negotiation and a Settlement Agreement entered into with the UAW, Local 760, Respondent and Michael R. Grimes."

Upon the entire record in this proceeding, including my observations of the witnesses who testified herein, and after due consideration of the briefs filed by counsels for the General Counsel and Respondent, I make the following:

## FINDINGS OF FACT AND ANALYSIS<sup>2</sup>

### I. JURISDICTION

The complaint alleges, Respondent admits, and I find that it is a Delaware corporation engaged in the business of manufacturing commercial air-conditioning and refrigeration equipment and has an office and place of business located at Beardstown, Illinois. The complaint alleges, Respondent admits, and I find that during the past 12 months, which period is representative of all times material herein, it sold and shipped from its Beardstown, Illinois, facility finished products valued in excess of \$50,000 directly to points outside the State of Illinois and that in the course and conduct of its business operations it purchased and caused to be transferred and delivered to its Beardstown facility goods and materials valued in excess of \$50,000 which were transported directly to said facility from States other than the State of Illinois. The complaint also alleges, Respondent admits in its answer, and I find that it is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

### II. STATUS OF THE LABOR ORGANIZATION

The complaint alleges, Respondent admits in its answer, and I find that the Union is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

### III. THE ALLEGED UNFAIR LABOR PRACTICES

Grimes was initially employed by Respondent in September 1974 in Respondent's production department. In January 1975 Grimes and another employee were discharged for fighting and their discharges were subsequently reduced to suspensions under the terms of a settlement agreement entered into between Respondent and the Union providing in part that Grimes and the other participant would be discharged in the event they committed any other disciplinary offenses (Resp. Exh. 1). Since that agreement Respondent and the Union have executed two successive labor agreements, the more recent of which provides that disciplinary "offenses" committed in excess of 6 months prior to a subsequent offense will not be considered in assessing discipline for the subsequent offense. Grimes was appointed as a union steward for his department on the second shift in August

<sup>1</sup> Local No. 760, United Automobile, Aerospace and Agricultural Implement Workers of America (hereinafter referred to as the Union).

<sup>2</sup> The following includes a composite of the testimony of the witnesses at the hearing which testimony is credited except as specific credibility resolutions are made.

1977 and has since been elected to that position on two occasions.

On March 18, 1980,<sup>3</sup> Grimes was involved in an incident at the start of the second shift with a coworker, Karen Nelson.<sup>4</sup> Grimes had been the subject of some pranks played on him by Nelson during the preceding week. Grimes' safety glasses had been greased by Nelson on one occasion, whereas on another occasion his shirt sleeves were tied in knots. Grimes correctly assumed that Nelson was responsible for these pranks and had issued a warning to a coworker that Nelson should discontinue this. On March 18 when Grimes came into work shortly prior to the start of the shift, he found that the lock on his locker had been greased and correctly assumed that Nelson was responsible. At this point the participants and witnesses differ as to what occurred.

Grimes testified that he then approached Nelson at the toolcrib and told her he wanted "to have a talk with her, and that this had gone on far enough." Nelson refused to talk to him and went to her work area. Grimes followed Nelson to her work area, and "I told her, in a loud manner that I was tired of the bullshitting, and it had gone on far enough and I was getting sick of it, and in doing so, I was poking her on the shoulder." Grimes testified he poked Nelson on the shoulder with his finger several times and then left her work area and was approached by Foreman Ronald Toland, who told him to go to the office. Nelson substantially corroborated Grimes' testimony in this regard as did Charles Dickerson, a work partner of Nelson's who was standing nearby. However, Respondent's second-shift foreman, Ronald Toland, who was also Grimes' supervisor, testified that he was engaged in conversation with Foreman Lyle (Pat) Brewer, that Brewer, who was seated at a desk, called his (Toland's) attention to Bay 7 (the work station of Nelson and Dickerson) shortly after the 3:30 p.m. shift changes and that he (Toland) then observed Grimes grab Nelson "by the shoulder, swing her around, and poke her in the chest several times," in a "very hard" manner. Toland testified he observed the incident from approximately 50 feet away, whereas Dickerson observed the incident from 5 feet away. I credit Dickerson's observation that Grimes poked Nelson on the shoulder rather than in the chest. Dickerson's testimony corroborated that of Grimes and Nelson in this regard. Toland testified further that Nelson then took "a couple of steps backwards" and said something to Grimes and that Grimes then "turned around and went back to her and forcibly shoved her twice knocking her backwards both times." Brewer testified that he had seen Grimes shove Nelson in the back twice and that he did not see what occurred in the work bay. Toland then started to walk toward the area and met Grimes in the aisle as Grimes was walking away and asked Grimes what he was doing and Grimes said, "I'm tired of this bullshit, they greased my glasses, they greased my locker . . . write me up, do whatever you have to do." Toland told Grimes to go to the cafeteria and then went to Nelson

and told her to go to the general foreman's office. Toland testified that Nelson was in an emotional state ("it appeared she was starting to cry") and that Nelson grabbed her toolbox and announced she had quit (her employment). Toland then went to the cafeteria to check that Grimes was there, which he was, and next went to the general foreman's office where second-shift General Foreman Ghlee Renner was leaving the office, whereupon Toland related the incident to day-shift General Foreman Charles Hollingsworth, who had remained in the office. At this time Nelson appeared in the lobby to the general foreman's office and was crying and General Foreman Renner joined Hollingsworth, who told Toland to call a union steward. Toland contacted union steward Steve Riner, who was in another department. Toland then asked Grimes and Riner to go to the general foreman's office, which they did.

Nelson testified she was called into the office and in the presence of Toland, Hollingsworth, and Renner was questioned by Renner whether Grimes had hit her and she told him that he (Grimes) had not hit her. Nelson testified she was then told to go to the cafeteria and wait for Toland, who later directed her to return to work. Nelson testified that she threatened to quit because she thought Grimes would lose his job, but that she returned to work as directed by Toland and approximately 20 to 25 minutes later she was taken back to the office by Toland where in the presence of Hollingsworth, Renner, and union steward Riner she was suspended and given a suspension notice for violation of Shop Rule 13 entitled "Horseplay, scuffling, running or throwing things" and providing for a penalty ranging from "reprimand to discharge." The following day she was called to a meeting in Plant Manager Charles Costa's office attended by Costa, Hollingsworth,<sup>5</sup> and Union President Wayne Silsby, at which time she was discharged by Costa for violation of Shop Rule 13 (G.C. Exh. 17).

Grimes testified he was called into Hollingsworth's office from the cafeteria on March 18 after the incident to a meeting attended by Hollingsworth, Renner, and Riner and related what had occurred and was then told to return to the cafeteria while Nelson was called into the office. After a period of approximately 15 minutes Silsby, who had been called at home, appeared and Grimes was again called into the office to a meeting attended by Hollingsworth, Renner, and Silsby and was again questioned concerning the incident. Hollingsworth told him that they (Renner and Hollingsworth) were not designating the incident as "a fight." Hollingsworth then told Grimes he would be suspended. Silsby demanded a written suspension notice specifying the reason for the notice and Hollingsworth and Renner then asked Silsby and Grimes to leave the office in order that Renner and Hollingsworth could "think about this." Approximately 10 minutes later Grimes and Silsby were called back into the office and Grimes was given a written suspension

<sup>3</sup> All dates are in 1980 unless otherwise stated.

<sup>4</sup> Grimes was employed on the second shift as an A-assembler in Department 37 in the construction of commercial air-conditioning units and worked from 3:30 to 12:30 p.m.

<sup>5</sup> The complaint alleges, Respondent's answer admits, and I find that at all times material herein Costa and Hollingsworth were agents of Respondent and supervisors within the meaning of Sec. 2(11) of the Act. I also find on the basis of the credible evidence that Renner was a supervisor of Respondent within the meaning of Sec. 2(11) of the Act.

notice for "repeated violations of shop or safety rules" (Shop Rule 39; G.C. Exh. 13). On March 20 Grimes was called to a meeting attended by Costa, Hollingsworth, and Silsby, at which time he was discharged for violation of Shop Rule 39. The previous safety violation for which Grimes had received discipline within the 6-month period preceding this incident was a verbal warning for failing to wear his safety shoes on the job. Silsby contended at the meeting that Respondent was not following its system of progressive discipline in its discharge of Grimes. Silsby and Grimes both testified that Costa responded that he did not care as Respondent had had nothing but trouble from Grimes and he would be discharged.

Costa testified that he reviewed the report of the March 18 incident on the following morning (March 19) as well as Grimes' personnel record and discussed it with Hollingsworth, Renner, and Personnel Manager Dennis Rieley and then he (Costa) made the decision to discharge both Grimes and Nelson. Costa testified he based his decision on the 1975 discharge of Grimes for fighting, the 1975 settlement agreement reinstating Grimes, an incident involving employee Charlene Sabatini and another incident involving employee Larry Mathas, each of whom complained to Respondent concerning Grimes and his abusive language to them as well as Grimes allegedly having closed off part of an air-conditioning unit that Sabatini was working on, and a report by Foreman Toland of Grimes having "beaten up on Karen Nelson" on a previous occasion outside working hours. Toland testified that Grimes had admitted to him that he had done so. Grimes and Nelson both denied this and Nelson testified she was injured in a fall. Grimes was not disciplined for this alleged conduct involving employees Sabatini, Mathas, and Nelson.

Subsequent to the discharges of Grimes and Nelson, Nelson was reinstated with a 2-week suspension and Grimes was reinstated without backpay in November 1980 pursuant to a settlement agreement between Respondent and the Union which Respondent contends is a bar to the instant complaint. Grimes himself did not sign the agreement.

The General Counsel presented evidence through the testimony of Grimes, Silsby, and Grimes' former foreman, Larry Rahn, concerning several instances of the reaction of Respondent's management representatives to the role of Grimes as union steward. Grimes contended that he suffered disparate treatment following his assumption of his union stewardship in 1977. Grimes filed a grievance in September 1977 alleging that Hollingsworth, then the general foreman of the second shift, had stated to Foreman Rahn that Grimes "was on the top of his list to be fired." Grimes alleged harassment by Hollingsworth as a result of his role as a union steward. Rahn, who was subsequently terminated by Respondent, testified and confirmed that Hollingsworth had made such a statement. Hollingsworth testified and denied making such a statement. I credit Rahn. Although I recognize that he is a terminated employee, Rahn had initially reported this statement by Hollingsworth in 1977 prior to his termination. Grimes also testified that in the fall of 1977 Hollingsworth told him (Grimes) that he was

creating problems for him by writing too many "bullshit grievances" and asked Grimes to consider giving up his position as a union steward. Hollingsworth did not deny this incident but admitted he had "brought Mr. Grimes in and talked to him and told him that he was heading in the wrong direction." I credit Grimes.

Grimes also testified that on a number of occasions in the fall of 1977 Hollingsworth had told him that he had written "bullshit grievances." Grimes filed several grievances alleging that he was being harassed. Silsby also testified concerning management's expressions of displeasure with the handling of grievances by Grimes.

On October 8, 1979, Grimes was assigned to perform janitorial duties by Foreman Dave Bergschneider following his complaint about the unclean condition of the department. In his first-step answer to the grievance Bergschneider wrote, "It had been determined for reasons of convenience that since Grimes knew exactly what was bothering him, it was judged he would be more able to rectify the wrong" (G.C. Exh. 9).

Rahn also testified that he had been assigned by Hollingsworth to monitor the time spent by Grimes in the restroom and on union business. Hollingsworth did not deny this but contended the time spent by stewards on union business was routinely logged. Silsby testified he was not aware of such a practice. I credit Rahn and Silsby. I do not credit Hollingsworth in this regard.

Grimes further testified concerning a statement made by Plant Manager Costa on July 12, 1979, that he did not want to talk to Grimes because it would give him an inferiority complex. Costa conceded that he made the statement and had stated to Grimes, "I said, everytime I talk to you and look at you you write a grievance. I'd rather not talk to you under those conditions."

Sabatini and Mathas did not testify, although a statement signed by Sabatini was received in evidence. Respondent also presented evidence of a substantial number of grievances filed by other union stewards and of its promotion from the ranks of its employees of former union stewards and representatives. It is conceded that Grimes filed substantially more grievances than the other steward assigned to the second shift.

#### Analysis

Under the above circumstances, I find that the General Counsel has made a *prima facie* case of a violation of Section 8(a)(3) and (1) of the Act by Respondent's discharge and suspension of employee Michael R. Grimes in retaliation for his engagement in concerted union activities protected by Section 7 of the Act in his role as a union steward. I am convinced and find from the evidence as set forth above that Grimes was an active union steward who was at odds with the plant management of Respondent on numerous occasions during his tenure as a steward from 1977 until his discharge in March 1980. I am also convinced that the plant management maintained a hostile attitude toward Grimes as a direct result of his role as a union steward. I credit the testimony of former Union President Silsby and Grimes concerning the repeated characterization by management officials of the grievances initiated and processed by Grimes as "bull-

shit" grievances. I credit also Silsby's testimony that management officials brought Grimes' name up in monthly second- and third-step grievance meetings and commented unfavorably concerning the quality and quantity of grievances filed by Grimes. Moreover, I note that the quantity of grievances filed by Grimes was substantially greater than those filed by most other union stewards particularly in view of the smaller complement of second-shift employees represented by Grimes as compared to the number of employees on the first shift. Although from the testimony and a review of numerous grievances filed by other union stewards it is evident that the Union frequently alleged the harassment of stewards other than Grimes, the testimony and the evidence support a finding that Grimes' role as a union steward was particularly resented by management as exemplified by specific instances such as Hollingsworth's warning to Grimes and his attempt to persuade Grimes to resign as a steward, Hollingsworth's threat to Rahn concerning Grimes, Hollingsworth's direction to Rahn that he monitor the union activities and the time spent in the restroom by Grimes in the absence of any grounds for doing so, Costa's, Hollingsworth's, and Renner's unfavorable remarks to Grimes concerning his filing of grievances, and the assignment of janitorial work to Grimes when he complained of an unclean workplace condition.

Against this background of Respondent's hostility toward Grimes for his role as a union steward and his participation in concerted activities, I have considered the nature of the offense involved, the discipline imposed, the reasons assigned for the discipline, and the circumstances surrounding the imposition of the discipline. I find that the incident for which Grimes was disciplined involved a relatively minor offense for which discharge or even the subsequent 6-month suspension appears unreasonably harsh. On the basis of the credited testimony, Grimes poked Nelson on the shoulder and shoved her backwards while speaking in a loud voice. There is no contention that Nelson was harmed in any way although she was admittedly emotionally upset. In view of the pranks having been played on Grimes by Nelson, Grimes' conduct, while inexcusable, followed provocation by Nelson. Moreover, the disparity between the discharge imposed on Grimes for this incident which at the most could be characterized as a minor altercation with some minimal physical contact, and the discipline of other employees involved in fights on Respondent's premises for which discharge was not imposed gives rise to the inference that the true reason for the imposition of discharge on Grimes was not that assigned to it by Respondent. This is particularly made clear by Respondent's assignment of a multiplicity of additional reasons for the imposition of discharge on Grimes such as his failure to wear safety shoes, the incidents involving his coworkers, Sabatini and Mathas, for which he was not disciplined, and his alleged but unsubstantial attack on Nelson during nonworking time, which was denied by both Grimes and Nelson.

Moreover, I find that Respondent's lack of adherence to its contractual policy to follow progressive discipline and of not considering prior incidents of misconduct which predate the current incident by more than 6

months, the general foremen's initial inability to designate the reason for Grimes' suspension, and the initial imposition of discharge on Nelson for horseplay (a seemingly harsh penalty), all lead to the logical conclusion and I find that Respondent seized on the incident of March 18 as a pretext to rid itself of a union steward who had irritated Respondent's supervisors and management by the manner and methods of his conduct as a union steward. Grimes may well have been a difficult individual for Respondent to deal with as an employee, but the primary focus of management's displeasure with him appeared to have been generated by his role as a union steward.

I find that the reasons assigned by Respondent for the discharge of Grimes are pretextual and that Respondent has failed to rebut the *prima facie* case established by the General Counsel. Accordingly, I find that Respondent violated Section 8(a)(3) and (1) of the Act by its discharge of its employee Michael R. Grimes. See *Limestone Apparel Corp.*, 255 NLRB 722 (1981); *Wright Line*, 251 NLRB 1083 (1980). See also *Kenco Plastics Co.*, 260 NLRB 1420, 1421 (1982), with respect to the Board's rejection "of multiplicity of inadequate *post hoc* reasons for the discharge."

Under the circumstances of this case, I find that deferential to the settlement agreement between Respondent and the Union is inappropriate. The undisputed evidence is that Grimes' role as a union steward was not specifically discussed or alleged by the Union in the grievance meetings held between the parties. The charge in this case was filed by Grimes on August 2, 1980, prior to the settlement of the grievance by the Union and Respondent. I further find the settlement agreement between the Union and Respondent did not provide a complete remedy to effectuate the purposes of the Act. Moreover, Grimes was not a party to the agreement, but was merely told to return to work following the agreement between representatives of Respondent and the Union in November 1980. Although he did so, there was no evidence that he abandoned his claim that his discharge was violative of Section 8(a)(3) and (1) of the Act. In fact, the evidence demonstrates that he maintained this claim throughout the instant proceeding. See *Roadway Express*, 246 NLRB 174 (1979), Supplemental Decision 250 NLRB 393 (1980), enforcement denied 647 F.2d 415 (4th Cir. 1981); and *T & T Industries*, 235 NLRB 517 (1978).

#### IV. THE EFFECT OF THE UNFAIR LABOR PRACTICE UPON COMMERCE

The unfair labor practice of Respondent as found in section III in connection with Respondent's operation as found in section I has a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tends to lead to disputes burdening and obstructing the flow of commerce.

#### CONCLUSIONS OF LAW

1. Respondent Bohn Heat Transfer Group, a Division of Gulf and Western Manufacturing Co., is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Local No. 760, United Automobile, Aerospace and Agricultural Implement Workers of America, is a labor organization within the meaning of Section 2(5) of the Act.

3. By discharging and thereafter suspending its employee Michael Grimes in retaliation for his engagement in concerted activities as a union steward on behalf of Local No. 760, United Automobile, Aerospace and Agricultural Implement Workers of America, Respondent has violated Section 8(a)(3) and (1) of the Act.

4. The aforesaid unfair labor practice affects commerce within the meaning of Section 2(6) and (7) of the Act.

#### THE REMEDY

Having found that Respondent has violated Section 8(a)(3) and (1) of the Act, it shall be ordered to cease and desist therefrom and from any other unlawful activity and to take certain affirmative action designed to effectuate the policies of the Act. Accordingly, I recommend that Respondent be required to post the appropriate informational notice to employees in appropriate places at its Beardstown, Illinois, facility, and I recommend the reinstatement of Michael R. Grimes and that Respondent make him whole for losses due to the discrimination against him and cease and desist from any other unfair labor practices. All loss of earnings and other benefits due under this order shall be computed with interest in the manner prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), and *Florida Steel Corp.*, 231 NLRB 651 (1977). See, generally, *Isis Plumbing Co.*, NLRB 716 (1962).

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

#### ORDER<sup>6</sup>

The Respondent, Bohn Heat Transfer Group, a Division of Gulf and Western Manufacturing Co., Beard-

<sup>6</sup> In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and

stown, Illinois, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging, suspending, or otherwise discriminating against its employees in retaliation for or to discourage their engagement in concerted activities as a union steward or any other lawful concerted activities on behalf of Local No. 760, United Automobile, Aerospace and Agricultural Implement Workers of America, or any other labor organization.

(b) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them under Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the policies and purposes of the Act:

(a) Make Michael R. Grimes whole for the loss of wages and benefits he sustained as a result of the discrimination against him in the manner set forth in the section of this Decision entitled "The Remedy." Restore his seniority to him for the entire period of the unlawful discharge and suspension. Expunge from his personnel records any references to the discharge and suspension imposed on him from March to November 1980.

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this recommended Order.

(c) Post copies of the attached notice marked "Appendix"<sup>7</sup> on all bulletin boards at its Beardstown, Illinois, facility.

(d) Notify the Regional Director for Region 33, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

<sup>7</sup> In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."